



Liberty Life Assurance Company
of Boston

GROUP DISABILITY INCOME POLICY

Sponsor: Mount Auburn Hospital

Policy Number: 10-244052

Effective Date: August 1, 1994

Governing Jurisdiction is Massachusetts and subject to the laws of that State.

Premiums are due and payable monthly on the first day of each month.

Policy Anniversaries shall occur each August 1st beginning in 1995.

Liberty Life Assurance Company of Boston (hereinafter referred to as Liberty) agrees to pay the benefits provided by this policy in accordance with its provisions. This policy provides group Long Term Disability coverage.

PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS.

This policy is a legal contract and is issued in consideration of the Application of the Sponsor, a copy of which is attached, and of the payment of premiums by the Sponsor.

The following pages including any amendments, riders or endorsements are a part of this policy.

Signed at Liberty's Home Office, 175 Berkeley Street, Boston, Massachusetts, 02117.

Jeanne Casavant

SECRETARY

Stuart L. Lerner

PRESIDENT

NON-PARTICIPATING

Form DOP3

TABLE OF CONTENTS

SECTION 1.....	SCHEDULE OF BENEFITS
SECTION 2.....	DEFINITIONS
SECTION 3.....	ELIGIBILITY AND EFFECTIVE DATES
SECTION 4.....	DISABILITY INCOME BENEFITS
SECTION 5.....	EXCLUSIONS
SECTION 6.....	TERMINATION PROVISIONS
SECTION 7.....	GENERAL PROVISIONS
SECTION 8.....	PREMIUMS
SECTION 9.....	APPLICATION

SECTION 1 - SCHEDULE OF BENEFITS

ELIGIBLE CLASSES FOR INSURANCE BENEFITS: ((Full-Time Employees regularly scheduled to work at least 40 hours per week; and Part-Time Employees regularly scheduled to work at least 30 hours but less than 39 hours per week.))

Long Term Disability Benefits:

- Class 1: All Exempt, Full-Time Employees who are in Active Employment electing the Core Plan benefits are eligible for the Maximum Own Occupation Benefit.
- Class 2: All Exempt, Full-Time Employees who are in Active Employment electing the Opt-Up Plan (Plan 1) benefits are eligible for the Maximum Own Occupation Benefit.
- Class 3: All Exempt, Full-Time Employees who are in Active Employment electing the Opt-Up Plan (Plan 2) benefits are eligible for the Maximum Own Occupation Benefit.
- Class 4: All Non-Exempt, Full-Time Employees who are in Active Employment electing the Core Plan benefits are eligible for the 24 Month Own Occupation Benefit.
- Class 5: All Non-Exempt, Full-Time Employees who are in Active Employment electing the Opt-Up Plan (Plan 1) benefits are eligible for the 24 Month Own Occupation Benefit.
- Class 6: All Non-Exempt, Full-Time Employees who are in Active Employment electing the Opt-Up Plan (Plan 2) benefits are eligible for the 24 Month Own Occupation Benefit.
- Class 7: All Exempt, Part-Time Employees who are in Active Employment are eligible for the Maximum Own Occupation Benefit.
- Class 8: All Non-Exempt, Part-Time Employees and who are in Active Employment are eligible for the 24 Month Own Occupation Benefit.
- Class 9: All Members of the Active Medical Staff who are currently enrolled in the Long Term Disability Plan as of October 1, 1994 are eligible for the Maximum Own Occupation Benefit.

ELIGIBILITY WAITING PERIOD:

- | | |
|------------------------|--|
| Classes 1, 2, 3 and 7: | Present Employees: None |
| | New Employees: None |
| Classes 4, 5, 6 and 8: | Present Employees: None |
| | New Employees: Six months of continuous Active Employment. |

In no event will an Employee in Active Employment be covered for Long Term Disability Benefits under more than one class, as indicated on the Schedule of Benefits, at a time.

SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

EMPLOYEE CONTRIBUTIONS REQUIRED: No

NAME OF ASSOCIATED COMPANY(S): None

LONG TERM DISABILITY COVERAGE**Elimination Period:**

Class 1, 4, 7, 8 and 9: 180 days

Class 2, 3, 5 and 6: 90 days

Amount of Insurance Benefits:

Class 1, 2, 4, 5 & 9: 60% (Benefit Percentage) of Basic Monthly Earnings not to exceed a Maximum Monthly Benefit of \$15,000.

Class 7 & 8: 60% (Benefit Percentage) of Basic Monthly Earnings not to exceed a Maximum Monthly Benefit of \$11,000.

Class 3 & 6: 70% (Benefit Percentage) of Basic Monthly Earnings not to exceed a Maximum Monthly Benefit of \$15,000.

Less Benefits from Other Income Stated In This Coverage Including:

Primary benefits

Maximum Benefit Period:

Age at Disability	Maximum Benefit Period
Less than age 60.....	To age 65
60.....	60 Months
61.....	48 Months
62.....	42 Months
63.....	36 Months
64.....	30 Months
65.....	24 Months
66.....	21 Months
67.....	18 Months
68.....	15 Months
69 and over.....	12 Months

The Minimum Monthly Benefit is \$100 of the Covered Person's gross Monthly Benefit.

Form DOP3-SCH-0002

General Information/
Long Term Disability

10-244052 R (1) Effective October 1, 1994

SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Cost of Living Adjustment Benefit

Applicable to Classes 3 and 6 Only.

Special Work Incentive Benefit

With respect to benefits payable under our Quick Recovery Program (QRP), to figure the amount of Monthly Benefits for the first year:

1. Multiply the Covered Person's Pre-Disability Earnings by the Benefit Percentage shown above.
2. Take the lesser of:
 - a. the amount determined in step (1) above; or
 - b. 100% of the Covered Person's Pre-Disability Earnings less Benefits from Other Income, (shown in the Benefits from Other Income provision of this coverage); or
 - c. the Maximum Monthly Benefit shown above.

To figure the amount of Monthly Benefit thereafter, Liberty will use the Loss of Earnings Monthly Benefit calculation shown in the QRP provision, found in Section 4. of this coverage.

SECTION 2 - DEFINITIONS

In this section Liberty defines some basic terms needed to understand this policy. The male pronoun whenever used in this policy includes the female.

"Active Employment" means the Employee must be actively at work for the Sponsor:

1. on a full-time or part-time basis and paid regular earnings;
2. for at least the minimum number of hours shown in the Schedule of Benefits; and either perform such work:
 - a. at the Sponsor's usual place of business; or
 - b. at a location to which the Sponsor's business requires the Employee to travel.

An Employee will be considered actively at work if he was actually at work on the day immediately preceding:

1. a weekend (except where one or both of these days are scheduled days of work);
2. holidays (except when such holiday is a scheduled work day);
3. paid vacations;
4. any non-scheduled work day;
5. an excused leave of absence (except medical leave and lay-off); and
6. an emergency leave of absence (except emergency medical leave).

"Administrative Office" means Liberty Life Assurance Company of Boston, 100 Main Street, Dover, New Hampshire 03820.

"Application" is the document designated Section 9, it is attached to and is made a part of this policy.

Applicable to Classes 1, 2, 3, 4, 5, 6, 7 and 8

"Basic Monthly Earnings" or **"Pre-Disability Earnings"** means the Covered Person's monthly rate of earnings from the Sponsor in effect immediately prior to the date Disability or Partial Disability begins. However, such earnings will not include bonuses, commissions, overtime pay and extra compensation.

Applicable to Class 9

"Basic Monthly Earnings" or **"Pre-Disability Earnings"** means the Covered Person's monthly rate of earnings, shown on the W-2 from the Sponsor, averaged over the most recent three years, in effect immediately prior to the date Disability or Partial Disability begins. However, such earnings will not include bonuses, commissions, overtime pay and extra compensation.

"Covered Person" means an Employee insured under this policy.

"Disability" or **"Disabled"** means:

- a. If the Covered Person is eligible for the Maximum Own Occupation Benefit, **"Disability"** or **"Disabled"** means during the Elimination Period and until the Covered Person reaches the end of the Maximum Benefit Period he is unable to perform all of the material and substantial duties of his occupation on an Active Employment basis because of an Injury or Sickness.

SECTION 2 - DEFINITIONS

(Continued)

"Disability" or "Disabled" (Continued)

- b. i. If the Covered Person is eligible for the 24 Month Own Occupation Benefit, "Disability" or "Disabled" means during the Elimination Period and the next 24 months of Disability the Covered Person is unable to perform all of the material and substantial duties of his occupation on an Active Employment basis because of an Injury or Sickness; and
- ii. After 24 months of benefits have been paid, the Covered Person is unable to perform, with reasonable continuity, all of the material and substantial duties of his own or any other occupation for which he is or becomes reasonably fitted by training, education, experience, age and physical and mental capacity.

"Disability Benefits", when used with the term Retirement Plan, means money which:

1. is payable under a Retirement Plan due to Disability as defined in that plan; and
2. does not reduce the amount of money which would have been paid as Retirement Benefits at the normal retirement age under the plan if the Disability had not occurred. (If the payment does cause such a reduction, it will be deemed a Retirement Benefit as defined in this policy.)

"Eligibility Date" means the date an Employee becomes eligible for insurance under this policy. Eligible Classes are shown in the Schedule of Benefits.

"Eligibility Waiting Period" as shown in the Schedule of Benefits means the continuous length of time an Employee must serve in an eligible class to reach his Eligibility Date.

"Elimination Period" means a period of consecutive days of Disability for which no benefit is payable. The Elimination Period is shown in the Schedule of Benefits and begins on the first day of Disability.

Applicable to Classes 1, 4, 7, 8 and 9

If the Covered Person returns to work for any 14 or less days during the Elimination Period and cannot continue, Liberty will count only those days the Covered Person is Disabled to satisfy the Elimination Period.

Applicable to Classes 2, 3, 5 and 6

If the Covered Person returns to work for any seven or less days during the Elimination Period and cannot continue, Liberty will count only those days the Covered Person is Disabled to satisfy the Elimination Period.

"Employee" means a person in Active Employment with the Sponsor.

"Evidence of Insurability" means a statement or proof of an Employee's medical history upon which acceptance for insurance will be determined by Liberty.

"Gross Monthly Benefit" means the Covered Person's Monthly Benefit before any reduction for Benefits from Other Income and earnings.

SECTION 2 - DEFINITIONS

(Continued)

"Injury" means bodily impairment resulting directly from an accident and independently of all other causes.

Any Disability which begins more than 60 days after an Injury will be considered a Sickness for the purpose of determining benefits under this policy.

"Physician" means a person who:

1. is licensed to practice medicine and prescribe and administer drugs or to perform surgery; and
2. is not a Covered Person or his spouse, daughter, son, father, mother, sister or brother; and
3. is a licensed practitioner of the healing arts in a category specifically favored under the health insurance laws of the State where the policy is delivered, and practicing within the terms of his license.

"Pre-Disability Earnings" - See definition of Basic Monthly Earnings.

"Retirement Benefit", when used with the term Retirement Plan, means money which:

1. is payable under a Retirement Plan either in a lump sum or in the form of periodic payments;
2. does not represent contributions made by an Employee (payments which represent Employee contributions are deemed to be received over the Employee's expected remaining life regardless of when such payments are actually received); and
3. is payable upon:
 - a. early or normal retirement; or
 - b. Disability, if the payment does reduce the amount of money which would have been paid under the plan at the normal retirement age.

"Retirement Plan" means a plan which provides Retirement Benefits to Employees and which is not funded wholly by Employee contributions. The term shall not include: a profit-sharing plan, informal salary continuation plan, registered retirement savings plan, stock ownership plan, or a non-qualified plan of deferred compensation.

"Schedule of Benefits" means the section of this policy which shows, among other things, the Eligible Classes, Eligibility Waiting Period, Elimination Period, Amount of Insurance, Minimum Benefit, and Maximum Benefit Period.

"Sickness" means illness, disease, pregnancy or complications of pregnancy.

"Sponsor" means the entity to whom the policy is issued.

SECTION 2 - DEFINITIONS

(Continued)

"Sponsor's Retirement Plan" is deemed to include any Retirement Plan:

1. which is part of any Federal, State, Municipal or Association retirement system; or
2. for which the Employee is eligible as a result of employment with the Sponsor.

"Monthly Benefit" means the amount payable by Liberty to the Disabled or Partially Disabled Covered Person. Benefits for Long Term Disability coverage are determined on a monthly basis.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

Eligible Classes for Insurance Benefits

The Eligible Classes for Insurance Benefits are shown in the Schedule of Benefits.

Eligibility Date for Insurance Benefits

An Employee in an eligible class will qualify for insurance on the later of:

1. this policy's Effective Date; or
2. the day after the Employee completes the Eligibility Waiting Period shown in the Schedule of Benefits.

Effective Dates of Insurance

1. Insurance will be effective at 12:01 A.M. Standard Time in the governing jurisdiction on the day determined as follows, but only if the Employee's written application for insurance is:
 - a. made with Liberty through the Sponsor; and
 - b. on a form satisfactory to Liberty.
2. An Employee will be insured for non-contributory insurance on his Eligibility Date.
3. An Employee will be insured for contributory insurance on the latest of these dates:
 - a. the Employee's Eligibility Date, if he makes written application for insurance on or before the 31st day after his Eligibility Date; or
 - b. the date Liberty gives its approval, if the Employee:
 - i. makes written application for insurance more than 31 days after his Eligibility Date; or
 - ii. terminated his insurance while continuing to be eligible.

In the case of i. and ii. above, the Employee must submit an application and Evidence of Insurability to Liberty for approval. This will be at the Employee's expense.

4. Delayed Effective Date for Insurance - The Effective Date of any initial, increased or additional insurance will be delayed for an individual if he is not in Active Employment because of Injury or Sickness. The initial, increased or additional insurance will start on the date the individual returns to Active Employment.
5. If a Covered Person enters another eligible class, he will not be eligible for any additional benefits until he has been in Active Employment as a member of such class for a period of 30-days.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

Associated Companies

Companies, corporations, firms or individuals that are subsidiary to, or affiliated with, the Sponsor will be called Associated Companies. The Associated Companies, if any, are listed in the Schedule of Benefits. Employees of Associated Companies will be considered Employees of the Sponsor for purposes of this policy.

As they relate to this policy, all actions, agreements and notices between Liberty and the Sponsor will be binding on the Associated Companies.

If an Associated Company ceases to be an Associated Company for any reason, its Employees will be deemed to have transferred to a class of Employees not eligible for coverage under this policy.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES (Continued)

Transfer Provision

In order to prevent loss of coverage for an individual because of a transfer of insurance carriers, this policy will provide coverage for certain individuals as follows:

Failure to be in Active Employment due to Injury or Sickness

This policy will cover, subject to premium payments, individuals:

1. insured by the prior carrier at the time of transfer; and
2. who are not in Active Employment due to Injury or Sickness on the Effective Date of the policy.

The benefit payable will be in accordance with the provisions of this policy, less any benefit for which the prior carrier is liable. However, in no event will the benefit payable be greater than that which would have been paid under the prior carrier's benefit schedule.

Disability due to a Pre-Existing Condition

If there is a Pre-Existing Condition Exclusion, a benefit may be payable for a Disability due to a Pre-Existing Condition for an individual who:

1. was insured by the prior carrier at the time of transfer; and
2. was in Active Employment and insured under this policy on its Effective Date.

The benefit will be determined as follows:

1. Liberty will apply this policy's pre-existing condition exclusion. If the individual qualifies for a benefit, he will be paid according to this policy's benefit schedule.
2. If the individual cannot satisfy this policy's pre-existing condition exclusion, the prior carrier's pre-existing condition exclusion will be applied.
 - a. If the individual satisfies the prior carrier's pre-existing condition exclusion, giving consideration towards continuous time insured under both policies, he will be paid according to this policy's benefit schedule. However, in no event will the benefit payable be greater than that which would have been paid under the prior carrier's benefit schedule.
 - b. If he cannot satisfy the pre-existing condition exclusion of this policy or that of the prior carrier, no benefit will be paid.

SECTION 4 - DISABILITY INCOME BENEFITS

LONG TERM DISABILITY COVERAGE

Disability Benefit

When Liberty receives proof that a Covered Person is Disabled due to Injury or Sickness and requires the regular attendance of a Physician, Liberty will pay the Covered Person a Monthly Benefit after the end of the Elimination Period. The benefit will be paid for the period of Disability if the Covered Person gives to Liberty proof of continued:

1. Disability; and
2. regular attendance of a Physician.

The proof must be given upon Liberty's request and at the Covered Person's expense.

For the purpose of determining Disability, the Injury must occur and Disability must begin while the Employee is insured for this coverage. In addition, a loss of a license for any reason does not, in itself, constitute Disability.

The Monthly Benefit will not:

1. exceed the Covered Person's Amount of Insurance; nor
2. be paid for longer than the Maximum Benefit Period.

The Amount of Insurance and the Maximum Benefit Period are shown in the Schedule of Benefits.

Amount of Disability Monthly Benefit

To figure the amount of Monthly Benefit:

1. Multiply the Covered Person's Basic Monthly Earnings by the Benefit Percentage shown in the Schedule of Benefits.
2. Take the lesser of:
 - a. the amount figured in step (1) above; or
 - b. the Maximum Monthly Benefit shown in the Schedule of Benefits; and then
3. Deduct Benefits from Other Income, (shown in the Benefits from Other Income provision of this coverage), from this amount.

The Disability Benefit payable will never be less than the Minimum Monthly Benefit shown in the Schedule of Benefits.

SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Quick Recovery Program

When proof is received that a Covered Person is Partially Disabled and has experienced a loss of earnings because of an Injury or Sickness, he may be eligible to receive a Loss of Earnings Monthly Benefit under Liberty's Quick Recovery Program.

To be eligible to receive such benefits, the Covered Person may be employed in his own occupation or another occupation and:

1. must satisfy the Elimination Period; and
2. must be earning 20% or more of his Pre-Disability Earnings.

If the Covered Person is earning less than 20% of his Pre-Disability Earnings, the Disability Benefit will be paid, and all other benefit provisions and terms applicable to Disability will apply as stated in this coverage.

For the purposes of this provision, the Covered Person may satisfy the Elimination Period if he is Disabled or Partially Disabled, or a combination of Disabled or Partially Disabled, during such time.

A Monthly Benefit will be paid for the period of Partial Disability if proof is given to Liberty upon request and at the Covered Person's expense of continued:

1. Partial Disability; and
2. regular attendance of a Physician.

For the purpose of determining Partial Disability, the Injury must occur and Partial Disability must begin while the Employee is insured for this coverage. In addition, a loss of a license for any reason does not, in itself, constitute Partial Disability.

"Partial Disability" or "Partially Disabled" means as a result of the Injury or Sickness, the Covered Person is:

1. able to perform one or more, but not all, of the material and substantial duties of his own or any other occupation on an Active Employment or a part-time basis; or
2. able to perform all of the material and substantial duties of his own or any other occupation on a part-time basis.

The Amount of Loss of Earnings Monthly Benefit payable under Liberty's Quick Recovery Program is described on the following page.

SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Amount of Loss of Earnings Monthly Benefit

To figure the amount of Monthly Benefit:

1. Subtract the Covered Person's Basic Monthly Earnings received while he is Partially Disabled from his Pre-Disability Earnings. This figure represents the amount of lost earnings.
2. Multiply the amount of lost earnings by 75%.
3. Multiply the Covered Person's Pre-Disability Earnings by the Benefit Percentage shown in the Schedule of Benefits.
4. The Gross Monthly Benefit will be the lesser of the amount determined in step 2. or 3. above.
5. Deduct Benefits from Other Income (shown in the Benefits from Other Income provision of this coverage) from the Gross Monthly Benefit determined in step 4. above.

The Monthly Benefit payable will never be less than the Minimum Monthly Benefit shown in the Schedule of Benefits, or more than the Disability Benefit payable under this coverage.

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Mental Illness Limitation

The Benefit for Disability due to Mental Illness will not exceed 24 months of Monthly Benefit payments unless the Covered Person meets one of these situations.

1. The Covered Person is in a Hospital or Institution for Mental Illness at the end of the 24 month period. The Monthly Benefit will be paid during the confinement.

If the Covered Person is still Disabled when he is discharged, the Monthly Benefit will be paid for a recovery period up to 90 days.

If the Covered Person becomes reconfined during the recovery period for at least 14 days in a row, benefits will be paid for the confinement and another recovery period up to 90 more days.

2. The Covered Person continues to be Disabled and becomes confined for the Mental Illness:
 - a. after the 24 month period; and
 - b. for at least 14 days in a row.

The Monthly Benefit will be payable during the confinement for the Mental Illness.

The Monthly Benefit will not be payable beyond the Maximum Benefit Period.

"Hospital" or "Institution" means a facility licensed to provide care and Treatment for the condition causing the Covered Person's Disability.

"Mental Illness" means mental, nervous or emotional diseases or disorders of any type.

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Benefits from Other Income

Benefits from Other Income means those benefits shown below:

1. The amount for which the Covered Person is eligible under:
 - a. Workers' or Workmen's Compensation Law;
 - b. occupational disease law;
 - c. any compulsory benefit act or law; or
 - d. any other act or law of like intent.
2. The amount of any disability benefits which the Covered Person is eligible to receive under:
 - a. any other group insurance plan of the Sponsor;
 - b. any governmental retirement system as a result of his job with the Sponsor.
3. The amount of benefits the Covered Person receives under the Sponsor's Retirement Plan as follows:
 - a. any Disability Benefits; or
 - b. any Retirement Benefits.
4. The amount of Disability and/or Retirement Benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act, for which the Covered Person received or is eligible to receive.

These Benefits from Other Income, except Retirement Benefits, must be payable as a result of the same Disability for which Liberty pays a benefit.

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Cost of Living Freeze

After the first deduction for each of the Benefits from Other Income, the Monthly Benefit will not be further reduced due to any cost of living increases payable under the Benefits from Other Income provision of this coverage. This provision does not apply to increases received from any form of employment.

Lump Sum Payments

Benefits from Other Income which are paid in a lump sum will be prorated on a monthly basis over the time period for which the sum is given or the Maximum Benefit Period, whichever is less.

Prorated Benefits

For any period which a Long Term Disability Benefit is payable that does not extend through a full month, the benefit will be paid on a prorated basis. The rate will be 1/30th per day for such period of Disability.

Benefit Period Extension

The Maximum Benefit Period is shown in the Schedule of Benefits. However, the benefit will be extended beyond the end of the Maximum Benefit Period if a Covered Person who is Disabled attains the age specified in the benefit duration and has not received 12 Monthly Benefit payments. In this event, the benefit period will be extended during the continuance of Disability until 12 monthly payments have been paid.

Discontinuation of Long Term Disability Benefits

The Monthly Benefit will cease on the earliest of:

1. the date the Covered Person is no longer Disabled; or
2. the date the Covered Person dies; or
3. the end of the Maximum Benefit Period; or
4. the date the Covered Person's current earnings exceed 85% of his Pre-Disability Earnings.

Because the Covered Person's current earnings may fluctuate, Liberty may average earnings over three (3) consecutive months rather than immediately terminating his benefit once 85% of Pre-Disability Earnings has been reached.

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Successive Periods of Disability

With respect to this coverage, "Successive Periods of Disability" means a Disability which is related or due to the same cause(s) as a prior Disability for which a Monthly Benefit was payable.

A Successive Period of Disability will be treated as part of the prior Disability if, after receiving Disability Benefits under this coverage, a Covered Person:

1. returns to his own occupation on an Active Employment basis for less than six continuous months; and
2. performs all the material and substantial duties of his own occupation.

To qualify for a Successive Periods of Disability Benefit, the Covered Person must experience more than a 20% loss of Pre-Disability Earnings.

Benefit payments will be subject to the terms of this coverage for the prior Disability.

If a Covered Person returns to his own occupation on an Active Employment basis for six continuous months or more, the Successive Period of Disability will be treated as a new period of Disability. The Covered Person must complete another Elimination Period.

If a Covered Person becomes eligible for coverage under any other group Long Term Disability coverage, this Successive Period of Disability provision will cease to apply to that Covered Person.

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Applicable to Classes 3 and 6 Only

Cost of Living Adjustment Benefit

Liberty will pay a Cost of Living Adjustment Benefit to all eligible Covered Persons after they have met their Elimination Period and continue to be Disabled from an Injury or Sickness for 12 or more months.

Eligibility

A Covered Person will be eligible for a Cost of Living Adjustment Benefit if he:

1. has been Disabled for 12 consecutive months following his Elimination Period; and
2. is receiving Disability Benefits on July 1st.

The Covered Person will continue to be eligible for additional Cost of Living Adjustment Benefits on each subsequent July 1st if he is continuously receiving Disability Benefits under this coverage. No more than ten adjustments may be made during the Covered Person's benefit period.

Cost of Living Adjustment Monthly Benefit

To figure the amount of the Cost of Living Adjustment Benefit:

1. multiply the Covered Person's net monthly Disability Benefit by 3%; and
2. add the amount determined above to the Covered Person's net monthly Disability Benefit.

The Cost of Living Adjustment Benefit is not subject to the maximum Monthly Benefit.

The Cost of Living Adjustment Benefit will cease to be payable on the earliest of:

1. the date the Covered Person ceases to be Disabled; or
2. the date the Covered Person dies; or
3. the end of the Maximum Benefit Period; or
4. the date the Covered Person has received ten Cost of Living Adjustment Benefits.

The Covered Person will continue to receive the latest adjusted Monthly Benefit as long as he qualifies to receive benefits.

Cost of Living Adjustment Net Monthly Benefit

The Net Monthly Benefit means the amount determined by reducing the Covered Person's amount of Monthly Benefit by Benefits from Other Income stated in this coverage. For the purpose of calculating adjustments, the Net Monthly Benefit will include any prior years' Cost of Living Adjustment.

SECTION 5 - EXCLUSIONS

GENERAL EXCLUSIONS

This policy will not cover any Disability due to:

1. war, declared or undeclared or any act of war;
2. intentionally self-inflicted injuries, while sane or insane;
3. active Participation in a Riot;
4. the Covered Person's committing of or the attempting to commit an indictable offense.

With respect to this provision, **Participation** shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the person of the insured, if such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to police officers and firemen.

With respect to this provision, **Riot** shall include all forms of public violence, disorder or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder.

Pre-Existing Condition Exclusion

This policy will not cover any Disability or Partial Disability:

1. which is caused or contributed to by, or results from a Pre-Existing Condition; and
2. which begins in the first 12 months after the Covered Person's Effective Date, unless he received no Treatment of the condition for six consecutive months after his Effective Date.

"**Pre-Existing Condition**" means a condition resulting from an Injury or Sickness for which the Covered Person is diagnosed or received Treatment within three months prior to the Covered Person's Effective Date.

"**Treatment**" means consultation, care or services provided by a Physician including diagnostic measures and taking prescribed drugs and medicines.

SECTION 6 - TERMINATION PROVISIONS

Termination of Covered Person's Insurance

A Covered Person will cease to be insured on the earliest of the following dates:

1. the date this policy terminates, but without prejudice to any claim originating prior to the time of termination;
2. the date the Covered Person is no longer in an eligible class;
3. the date the Covered Person's class is no longer included for insurance;
4. the last day for which any required Employee contribution has been made;
5. the date employment terminates. Cessation of Active Employment will be deemed termination of employment, except the insurance will be continued for an Employee absent due to Disability during:
 - a. the Elimination Period; and
 - b. any period during which premium is being waived.
6. the date the Covered Person ceases active work due to a labor dispute, including any strike, work slowdown, or lockout.

Liberty reserves the right to review and terminate all classes insured under this policy if any class(es) cease(s) to be covered.

Lay-off or Leave of Absence

The Sponsor may continue the Covered Person's coverage(s) by paying the required premiums, if the Covered Person is:

1. temporarily laid off; or
2. given leave of absence.

The Covered Person's coverage will not continue beyond the end of the policy month in which the lay-off or leave of absence begins. In continuing such coverage under this provision, the Sponsor agrees to treat all Covered Persons equally.

Continuation of Coverage

If a Covered Person leaves the group covered by this policy, he will remain insured for a period of 31 days, unless during such period he is entitled to similar benefits.

In addition, if a Covered Person leaves the group covered by this policy because his employment is terminated due to plant closing or covered partial closing, that person shall remain insured under this policy for a period of 90 days, unless during such period he is entitled to similar benefits.

SECTION 6 - TERMINATION PROVISIONS

(Continued)

Policy Termination

1. Termination of this policy under any conditions will not prejudice any claim which occurs while this policy is in force.
2. If the Sponsor fails to pay any premium within the grace period, this policy will terminate at 12:00 midnight Standard Time on the last day of the grace period. The Sponsor may terminate this policy by advance written notice delivered to Liberty at least 31 days prior to the termination date. This policy will not terminate during any period for which premium has been paid. The Sponsor will be liable to Liberty for all premiums due and unpaid for the full period for which this policy is in force.
3. Liberty may terminate this policy on any premium due date by giving written notice to the Sponsor at least 31 days in advance if:
 - a. the number of Employees insured is less than 10; or
 - b. less than 100% of the Employees eligible for any non-contributory insurance are insured for it; or
 - c. less than 75% of the Employees eligible for any contributory insurance are insured for it; or
 - d. the Sponsor fails:
 - i. to furnish promptly any information which Liberty may reasonably require; or
 - ii. to perform any other obligations pertaining to this policy.
4. Liberty may terminate this policy or any coverage(s) afforded hereunder and for any class of covered Employees on any premium due date after it has been in force for 12 months. Liberty will provide written notice of such termination to the Sponsor at least 31 days before it is effective.
5. Termination may take effect on an earlier date if agreed to by the Sponsor and Liberty.

SECTION 7 - GENERAL PROVISIONS

Statements

In the absence of fraud, all statements made in any signed Application are considered representations and not warranties (absolute guarantees). No representation by:

1. the Sponsor in applying for this policy will make it void unless the representation is contained in the signed Application; or
2. any Employee in applying for insurance under this policy will be used to reduce or deny a claim unless a copy of the application for insurance, signed by the Employee, is or has been given to the Employee.

Complete Contract - Policy Changes

1. This policy is the complete contract. It consists of:
 - a. all of the pages;
 - b. the attached signed Application of the Sponsor;
 - c. if contributory each Employee's signed application for insurance.
2. This policy may be changed in whole or in part. Only an officer of Liberty can approve a change. The approval must be in writing and endorsed on or attached to this policy.
3. No other person, including an agent, may change this policy or waive any part of it.

Employee's Certificate

Liberty will provide a Certificate to the Sponsor for delivery to each Covered Person. It will state:

1. the name of the insurance company and the policy number;
2. a description of the insurance provided;
3. the method used to determine the amount of benefits;
4. to whom benefits are payable;
5. limitations or reductions that may apply;
6. the circumstances under which insurance terminates; and
7. the rights of the Covered Person upon termination of this policy.

If the terms of a Certificate and this policy differ, this policy will govern.

Interpretation of the Policy

Liberty shall possess the authority, in its sole discretion, to construe the terms of this policy and to determine benefit eligibility hereunder. Liberty's decisions regarding construction of the terms of this policy and benefit eligibility shall be conclusive and binding.

SECTION 7 - GENERAL PROVISIONS

(Continued)

Furnishing of Information - Access to Records

1. The Sponsor will furnish at regular intervals to Liberty:

a. information relative to Employees:

- i. who qualify to become insured;
- ii. whose amounts of insurance change; and/or
- iii. whose insurance terminates.

b. any other information about this policy that may be reasonably required.

The Sponsor's records which, in the opinion of Liberty, have a bearing on the insurance will be opened for inspection at any reasonable time.

2. Clerical error or omission will not:

- a. deprive an Employee of insurance;
- b. affect an Employee's Amount of Insurance; or
- c. effect or continue an Employee's insurance which otherwise would not be in force.

Misstatement of Age

If a Covered Person's age has been misstated, an equitable adjustment will be made in the premium. If the amount of the benefit is dependent upon an Employee's age, the amount of the benefit will be the amount an Employee would have been entitled to if his correct age were known.

A refund of premium will not be made for a period more than 12 months before the date Liberty is advised of the error.

Notice and Proof of Claim

1. Notice

- a. Written notice of claim must be given to Liberty within 30 days of the date of the loss on which the claim is based, if that is possible. If that is not possible, Liberty must be notified as soon as it is reasonably possible to do so.
- b. When Liberty has the written notice of claim, Liberty will send the Covered Person its claim forms. If the forms are not received within 15 days after written notice of claim is sent, the Covered Person can send Liberty written proof of claim without waiting for the form.

SECTION 7 - GENERAL PROVISIONS

(Continued)

Legal Proceedings

A claimant or the claimant's authorized representative cannot start any legal action:

1. until 60 days after proof of claim has been given; nor
2. more than one year after the time proof of claim is required.

Right of Recovery

If a benefit overpayment on any claim occurs, it will be required that reimbursement be made to Liberty within 60 days of such overpayment, or Liberty has the right to reduce future benefit payments until such reimbursement is received. Liberty has the right to recover such overpayments from the Covered Person or the Covered Person's estate.

Conformity with State Statutes

Any provision of this policy which, on its Effective Date, is in conflict with the statutes of the governing jurisdiction of this policy is hereby amended to conform to the minimum requirements of such statute.

Incontestability

The validity of this policy shall not be contested, except for non-payment of premiums, after it has been in force for two years from the date of issue. The validity of this policy shall not be contested on the basis of a statement made relating to insurability by any person covered under this policy after such insurance has been in force for two years during such person's lifetime, and shall not be contested unless the statement is contained in a written instrument signed by the person making such statement.

Canadian Exposure

With respect to a Covered Person domiciled in Canada: (a) premium and benefit amounts will be deemed to be expressed in Canadian currency; (b) policy provisions concerning the rights of the Covered Person(s) are subject to applicable provincial statutes; and (c) with respect to benefits, an action under this policy may be brought in any court in the province where the Covered Person is domiciled.

Workers' Compensation

This policy and the coverages provided are not in lieu of, nor will they affect any requirements for coverage under any Workers' Compensation Law or other similar law.

SECTION 7 - GENERAL PROVISIONS

(Continued)

Notice and Proof of Claim (Continued)

2. Proof

- a. Proof of claim must be given to Liberty. This must be done no later than 30 days after the end of the Elimination Period.
- b. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such proof within such time. Such proof must be furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.
- c. Proof of continued Disability or Partial Disability, when applicable, and regular attendance of a Physician must be given to Liberty within 30 days of the request for the proof.
- d. The proof must cover, when applicable:
 - i. the date Disability or Partial Disability started;
 - ii. the cause of Disability or Partial Disability; and
 - iii. the degree of Disability or Partial Disability.

Time of Payment of Claims

When Liberty receives satisfactory proof of claim, the benefit payable under this policy may be paid at least monthly, depending on the coverage for which claim is made, during any period for which Liberty is liable. Any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

Payment of Claims

The benefit is payable to the Covered Person. But, if a benefit is payable to a Covered Person's estate, a Covered Person who is a minor, or who is not competent, Liberty has the right to pay up to \$2,000 to any of the Covered Person's relatives or any other person whom Liberty considers entitled thereto by reason of having incurred expense for the maintenance, medical attendance or burial of the Covered Person. If Liberty, in good faith, pays the benefit in such a manner, Liberty will not have to pay such benefit again.

Examination

Liberty, at its own expense, will have the right and opportunity to have a Covered Person, whose Injury or Sickness is the basis of a claim, examined by a Physician or vocational expert of its choice. This right may be used as often as reasonably required.

SECTION 7 - GENERAL PROVISIONS

(Continued)

Subrogation

When a Covered Person's Injury appears to be someone else's fault, benefits otherwise payable under this policy for loss of time as a result of that Injury will not be paid unless the Covered Person or his legal representative agrees:

1. to repay Liberty for such benefits to the extent they are for losses for which compensation is paid to the Covered Person by or on behalf of the person at fault;
2. to allow Liberty a lien on such compensation and to hold such compensation in trust for Liberty; and
3. to execute and give to Liberty any instruments needed to secure the rights under 1. and 2. above.

Further, when Liberty has paid benefits to or on behalf of the injured Covered Person, Liberty will be subrogated to all rights of recovery that the Covered Person has against the person at fault. These subrogation rights will extend only to recovery of the amount Liberty has paid. The Covered Person must execute and deliver any instruments needed and do whatever else is necessary to secure those rights to Liberty.

SECTION 8 - PREMIUMS

Premium Rates

Liberty has set the premiums that apply to the coverage(s) provided under this policy. Those premiums are shown in a notice given to the Sponsor with or prior to delivery of this policy.

Liberty may establish new rates for all future premiums as well as the one then due:

1. when the terms of this policy are changed, any such change in policy terms will be made in accord with the General Provisions regarding "Complete Contract - Policy Changes";
2. when a division, or Associated Company is added to this policy; or
3. when the number of Covered Persons changes by 25% or more from the number insured on this policy's Effective Date; or
4. for reasons other than 1., 2., or 3. above, such as, but not limited to a change in factors bearing on the risk assumed. But, the rates may not be changed within the first 40 months following this policy's Effective Date.

No premium may be increased unless Liberty notifies the Sponsor at least 31 days in advance. Premium increases may take effect on an earlier date when both Liberty and the Sponsor agree.

Payment of Premiums

1. All premiums due under this policy, including adjustments, if any, are payable by the Sponsor on or before their due dates at Liberty's Administrative Office, or to Liberty's agent. The due dates are specified on the first page of this policy.
2. Premium payment calculations will be based on the coverage(s) provided under this policy. Both are determined by the definition of Basic Monthly Earnings.
3. All payments made to or by Liberty shall be in United States dollars, except with respect to Canadian residents covered under this policy. All payments made to or by Liberty for such individuals must be in Canadian funds.
4. If premiums are payable on a monthly basis, premiums for additional or increased insurance becoming effective during a policy month will be charged from the next premium due date.

SECTION 8 - PREMIUMS

(Continued)

Payment of Premiums (Continued)

5. The premium charge for insurance terminated during a policy month will cease at the end of the policy month in which such insurance terminates. This manner of charging premium is for accounting purposes only. It will not extend insurance coverage beyond a date it would have otherwise terminated as shown in the "Termination of Covered Person's Insurance" provision of this policy.
6. If premiums are payable on other than a monthly basis, premiums for additional, increased, reduced or terminated insurance will cause a prorated adjustment on the next premium due date.
7. Except for fraud and premium adjustments, refunds or charges will be made only for:
 - a. the current policy year; and
 - b. the immediately preceding policy year.

Grace Period

This is the 31 days following a premium due date, other than the first, during which premium payment may be made. During the grace period this policy shall continue in force, unless the Sponsor has given Liberty written notice 31 days in advance of discontinuance of this policy.

Waiver of Premium

Premium payments for a Covered Person are waived during any period for which benefits are payable. If coverage is to be continued, premium payments may be resumed following a period during which they were waived.



APPLICATION FOR GROUP DISABILITY INCOME INSURANCE

The full legal name of the Applicant is:

Mount Auburn Hospital

The Applicant hereby applies for a Group Disability Income insurance policy to be issued by Liberty Life Assurance Company of Boston (hereinafter referred to as Liberty). The requested Effective Date of the policy is: August 1, 1994.

A complete list of the group's insurers for similar coverage(s) in the past 5 years includes:

<u>Name</u>	<u>Coverages</u>	<u>Termination Date</u>
<u>Confederation Life</u>	<u>LTD</u>	<u>7/31/94</u>

The Applicant offers this Application as an inducement to issue an insurance policy. In doing so, the Applicant understands and agrees that:

No sales representative has the authority to: (a) determine a person's insurability; (b) waive any of Liberty's rights or requirements; or (c) make or modify any contract on Liberty's behalf. No information acquired by a sales representative will bind Liberty unless it is written in this Application.

It is understood and agreed that this Application shall be made Section 9 of the policy applied for. Liberty will not be bound by this Application and will provide no insurance except upon written acceptance by its Home Office.

Signed at Cambridge MA on 6/25/94
(City & State) (Date)

By: X [Signature] Susan Glover
(Signature of Authorized Officer) (Print Name & Title)
Director, Compensation & Benefits

Countersigned (where required by law or regulation): _____
(Licensed Resident Agent)